



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203

TELEPHONE (502) 587-5235

LAW DEPARTMENT

June 28, 1979

DAVID M. YEARWOOD
GENERAL ATTORNEY

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 9-1334051
Date JUL 2 1979 RECORDATION NO. 7062-F Filed 1425
Fee \$10.00 JUL 2 1979-3 55 PM
ICC Washington, D.C. INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of May 1, 1979 between First Security Bank of Utah, National Association, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and The Atlantic National Bank of Jacksonville, whose address is West Bay Station, Jacksonville, Florida 32203.

By this Agreement of Partial Release, the following equipment, which has suffered Casualty Occurrences and for which the Casualty Value has been paid, was released from that Reconstruction and Conditional Sale Agreement and that Lease of Railroad Equipment dated as of May 1, 1973, which were filed and recorded with the Interstate Commerce Commission on June 13, 1973 and assigned Recordation Nos. 7062 and 7062-A, respectively:

One (1) 70-ton gondola car bearing the L&N Railroad's road number 27133; Twelve (12) 50-ton gondola cars bearing L&N Railroad's road numbers 28004, 28005, 28006, 28008, 28009, 28013, 28019, 28020, 28032, 28036 and 28037; and Seven (7) 50-ton 40' box cars bearing L&N Railroad's road numbers 10838, 10887, 11368, 11382, 11391, 11443 and 11508.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

JUL 2 50 PM '79
RECEIVED

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

7062-F
RECORDATION NO. Filed 1425

Counterpart No. 1

Of 5 Counterparts

JUL 2 1979 - 3 55 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of May 1, 1979 among
FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent, and THE
ATLANTIC NATIONAL BANK OF JACKSONVILLE.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of May 1, 1973 (hereinafter called the Conditional Sale Agreement) among First Security Bank of Utah, National Association, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder), and The Atlantic National Bank of Jacksonville, the Vendor agreed to sell to The Atlantic National Bank of Jacksonville its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of May 1, 1973 (hereinafter called the Lease) between The Atlantic National Bank of Jacksonville (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on June 13, 1973 and assigned Recordation No. 7062;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on June 13, 1973 and assigned Recordation No. 7062-A;

WHEREAS, a 70-ton gondola car bearing the Lessee's road number 27133, twelve (12) 50-ton gondola cars bearing the Lessee's road numbers 28004, 28005, 28006, 28008, 28009, 28013, 28019, 28020, 28032, 28036 and 28037, and seven (7) 50-ton 40' box cars bearing the Lessee's road numbers 10838, 10887, 11368, 11382, 11391, 11443 and 11508 (hereinafter called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

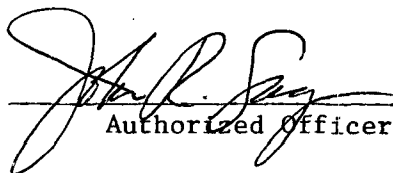
The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION
as Agent

By


Authorized Officer

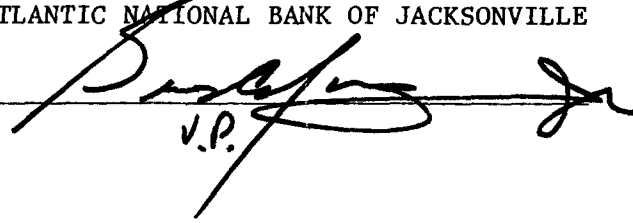
(Corporate Seal)

ATTEST:


Authorized Officer

THE ATLANTIC NATIONAL BANK OF JACKSONVILLE

By


V.P.

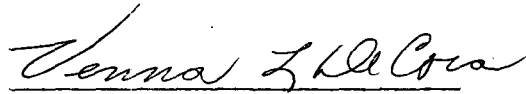
(Corporate Seal)

ATTEST:



STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 12 day of June, 1979, before me personally appeared
JOHN R. SAGER, to me personally known, who, being by me
duly sworn, says that he is an Authorized Officer of First Security Bank
of Utah, National Association, that one of the seals affixed to the fore-
going instrument is the corporate seal of said association, that said instru-
ment was signed and sealed on behalf of said association, by authority of its
Board of Directors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said association.


Notary Public

My Commission expires My Commission Expires November 15, 1981

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVALL)

On this ~~18th~~ ^{June} day of ~~May~~, 1979, before me personally appeared George C. Nuzum, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of The Atlantic National Bank of Jacksonville, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Jane Wade
Notary Public

My Commission expires NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
~~MY COMMISSION EXPIRES DEC. 31, 1982~~

(Notarial Seal)